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46 CFR Ch. IV (10–1–08 Edition)

Guarantor as stated herein and shall continue in force until terminated as herein provided.

12. The Guarantor hereby designates as the Guarantor's legal agent for service of process domiciled in the United States _____, with offices located in the United States at _____, for the purposes of enforcing the Guaranty described herein.

(Place and Date of Execution)

(Type Name of Guarantor)

(Type Address of Guarantor)

By

(Signature and Title)

**APPENDIX D TO SUBPART C OF PART
515—OCEAN TRANSPORTATION INTER-
MEDIARY (OTI) GROUP BOND FORM
[FMC-69]**

Form FMC-69

Federal Maritime Commission

Ocean Transportation Intermediary (OTI) Group Supplemental Coverage Bond Form (Section 19, Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998 and the Coast Guard Authorization Act of 1998)

_____, [indicate whether
NVOCC or *Freight Forwarder*], as Principal
(hereinafter "Principal"), and _____
as
Surety (hereinafter "Surety") are held and
firmly bound unto the United States of
America in the sum of
\$ _____ for the payment of
which sum we bind ourselves, our heirs, ex-
ecutors, administrators, successors and as-
signs, jointly and severally.

Whereas, (Principal) _____ op-
erates as a group or association of OTIs in
the waterborne foreign commerce of the
United States and pursuant to section 19 of
the Shipping Act of 1984, as amended by the
Ocean Shipping Reform Act of 1998 and the
Coast Guard Authorization Act of 1998 ("1984
Act"), files this bond with the Federal Mari-
time Commission;

Now, therefore, the conditions of this obli-
gation are that the penalty amount of this
bond shall be available to pay any judgment
obtained or any settlement made pursuant
to a claim under 46 CFR §515.23(b) against
the OTIs enumerated in Appendix A of this
bond for damages arising from any or all of
the identified OTIs' transportation-related
activities under the 1984 Act, 46 U.S.C. app.
1701 *et seq.*, or order for reparations issued
pursuant to section 11 of the 1984 Act, 46

U.S.C. app. 1710, or any penalty assessed pur-
suant to section 13 of the 1984 Act, 46 U.S.C.
app. 1712, that are not covered by the identi-
fied OTIs' individual insurance policy(ies),
guaranty(ies) or surety bond(s).

This bond shall inure to the benefit of any
and all persons who have obtained a judg-
ment or made a settlement pursuant to a
claim under 46 CFR §515.23(b) for damages
against any or all of the OTIs identified in
Appendix A not covered by said OTIs' insur-
ance policy(ies), guaranty(ies) or surety
bond(s) arising from said OTIs' transpor-
tation-related activities under the 1984 Act,
or order for reparation issued pursuant to
section 11 of the 1984 Act, and to the benefit
of the Federal Maritime Commission for any
penalty assessed against said OTIs pursuant
to section 13 of the 1984 Act. However, the
bond shall not apply to shipments of used
household goods and personal effects for the
account of the Department of Defense or the
account of federal civilian executive agen-
cies shipping under the International House-
hold Goods Program administered by the
General Services Administration.

The Surety consents to be sued directly in
respect of any *bona fide* claim owed by any or
all of the OTIs identified in Appendix A for
damages, reparations or penalties arising
from the transportation-related activities
under the 1984 Act of the OTIs in the event
that such legal liability has not been dis-
charged by the OTIs or Surety after a claim-
ant has obtained a final judgment (after ap-
peal, if any) against the OTIs from a United
States Federal or State Court of competent
jurisdiction and has complied with the proce-
dures for collecting on such a judgment pur-
suant to 46 CFR §515.23(b), the Federal Mari-
time Commission, or where all parties and
claimants otherwise mutually consent, from
a foreign court, or where such claimant has
become entitled to payment of a specified
sum by virtue of a compromise settlement
agreement made with the OTIs and/or Surety
pursuant to 46 CFR §515.23(b), whereby, upon
payment of the agreed sum, the Surety is to
be fully, irrevocably and unconditionally dis-
charged from all further liability to such
claimant.

The liability of the Surety shall not be dis-
charged by any payment or succession of
payments hereunder, unless and until such
payment or payments shall aggregate the
penalty of this bond, and in no event shall
the Surety's total obligation hereunder ex-
ceed the amount per member OTI set forth in
46 CFR §515.21 identified in Appendix A, or
the amount per group or association of OTIs
set forth in 46 CFR §515.21, regardless of the
number of OTIs, claims or claimants.

This bond is effective the _____ day of
_____, _____, and shall con-
tinue in effect until discharged or termi-
nated as herein provided. The Principal or
the Surety may at any time terminate this

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bond by written notice to the Federal Maritime Commission at its office in Washington, DC. Such termination shall become effective thirty (30) days after receipt of said notice by the Commission. The Surety shall not be liable for any transportation-related activities of the OTIs identified in Appendix A as covered by the Principal after the expiration of the 30-day period, but such termination shall not affect the liability of the Principal and Surety for any transportation-related activities occurring prior to the date when said termination becomes effective.

The Principal or financial responsibility provider will promptly notify the underwriting Surety and the Director, Bureau of Certification and Licensing, Federal Maritime Commission, Washington, DC 20573, of any additions, deletions or changes to the OTIs enumerated in Appendix A. In the event of additions to Appendix A, coverage will be effective upon receipt of such notice, in writing, by the Commission at its office in Washington, DC. In the event of deletions to Appendix A, termination of coverage for such OTI(s) shall become effective 30 days after receipt of written notice by the Commission. Neither the Principal nor the Surety shall be liable for any transportation-related activities of the OTI(s) deleted from Appendix A after the expiration of the 30-day period, but such termination shall not affect the liability of the Principal and Surety for any transportation-related activities of said OTI(s) occurring prior to the date when said termination becomes effective.

The underwriting Surety will promptly notify the Director, Bureau of Certification and Licensing, Federal Maritime Commission, Washington, DC 20573, of any claim(s) against this bond.

Signed and sealed this _____ day of _____,
(Please type name of signer under each signature).

Individual Principal or Partner

Business Address

Individual Principal or Partner

Business Address

Individual Principal or Partner

Business Address

Trade Name, if Any

Corporate Principal

Place of Incorporation

Trade Name, if Any

Business Address (Affix Corporate Seal)

By

Title

Principal's Agent for Service of Process (Required if Principal is not a U.S. Corporation)

Agent's Address

Corporate Surety

Business Address (Affix Corporate Seal)

By

Title

[64 FR 11171, Mar. 8, 1999, as amended at 67 FR 39860, June 11, 2002]

APPENDIX E TO SUBPART C OF PART 515—OPTIONAL RIDER FOR ADDITIONAL NVOCC FINANCIAL RESPONSIBILITY (OPTIONAL RIDER TO FORM FMC-48) [FORM 48A]

FMC-48A, OMB No. 3072-0018, (04/06/04)

Optional Rider for Additional NVOCC Financial Responsibility [Optional Rider to Form FMC-48]

RIDER

The undersigned [_____] , as Principal and [_____] , as Surety do hereby agree that the existing Bond No. [_____] to the United States of America and filed with the Federal Maritime Commission pursuant to section 19 of the Shipping Act of 1984 is modified as follows:

1. The following condition is added to this Bond:

a. An additional condition of this Bond is that \$21,000 (payable in U.S. Dollars or Renminbi Yuan at the option of the Surety) shall be available to pay any fines and penalties for activities in the U.S.-China trades imposed by the Ministry of Communications of the People's Republic of China ("MOC") or its authorized competent communications department of the people's government of the province, autonomous region or municipality directly under the Central Government or the State Administration of Industry and Commerce pursuant to the Regulations of the People's Republic of China on International Maritime Transportation and the Implementing Rules of the Regulations of the PRC on International Maritime Transportation promulgated by MOC Decree No. 1, January 20, 2003. Such amount is separate and distinct from the bond amount set forth in the first paragraph of this Bond. Payment